



RFP# CYF 20-04

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

Post-Adoption Services

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSAL SUBMISSION DEADLINE: August 31, 2020 by 2:00 pm local time

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov **by 4:30 pm on August 19, 2020** to ensure a response prior to proposal due date. Questions received after this time may not be answered.

None	There is <u>no</u> bidders' conference scheduled for this RFP.
Monday, August 31, 2020 by 2:00 PM local time	<p>For this RFP DSCYF will accept your proposal by email as described below. Please submit the <u>minimum</u> number of separate document email attachments as possible. A single proposal attachment is preferred, but not mandatory.</p> <p>Proposals must be received by email by 2:00 PM local time Monday, August 31, 2020.</p> <p>Emailed proposals arriving with a system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to the designee identified on page 10 as soon as possible.</p>
PROPOSAL DELIVERY:	<p>Please submit your agency's proposal to DSCYF Bids Submission@delaware.gov</p> <p>NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason.</p> <p>The contents of any proposal shall not be disclosed to competing entities during the negotiation process.</p>
As soon as possible	The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.
As soon as possible	Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

SECTION I. PROGRAM OVERVIEW

POST ADOPTION SERVICES

Purpose

The Department of Services for Children, Youth and Their Families' Division of Family Services (DSCYF/DFS) is soliciting proposals from Delaware licensed foster care and/or adoption agencies to provide STATEWIDE Delaware supplemental post adoption services, including adoption respite care, for families that have adopted special needs foster children. Special needs may include ethnic background, age, membership in a minority or sibling group adopted together, the presence of a medical condition, or physical, mental or emotional disabilities. This service will also be available to children that exited foster care to legal permanent guardianships. Finally, this service may be available to adoptive families who are not known to DFS but reside in Delaware. These may have been international or private adoptions through a licensed adoption agency. The agency would provide referral for services to community agencies, provide advocacy for the adopted children and families, provide family support services as needed, provide adoption respite care and assist with resource identification and system navigation as needed. Other services would be to provide support groups for children, support groups for parents, and training for adoptive families on such topics as: separation and loss, attachment, history of abuse and neglect, etc. Such supplemental activities would be available to adoptive families to assist them to remain intact as they work to resolve adoption related issues.

The Department of Services for Children, Youth and Their Families has as its mission, "Engage families and communities to promote the safety and well-being of children through prevention, intervention, treatment and rehabilitative services." Our primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, adjudication, mental illness, neglect, or substance abuse; and we endorse a holistic approach to enable children to reach their full potential. The vision of the Department of Services for Children, Youth and Their Families is "Safe and healthy children, resilient families, strong communities" and the Division of Family Services is committed to locating permanent families for all children in foster care. The above is also connected to the national standards for adoption and permanency planning. The federal Child and Family Services Reviews (CFSR) focus on Safety, Permanency and Well-Being for children in foster care.

Availability of Funds

The FUNDING will be awarded through the DEPARTMENT'S Division of Family Services to multiple agencies which can provide STATEWIDE services. It is the role of the CONTRACTOR to help promote the vision, mission, and goals of the Division through successful implementation of this CONTRACT. Bidders must bid to provide services STATEWIDE.

The Department plans to enter into multiple three-year agreements with successful bidders, but reserves the right to extend the agreement one or two additional years for up to five (5) years. The total funds available for each contract year is approximately \$238,000. The initial contract year will begin as soon as possible. Contract renewal is contingent upon satisfactory performance and availability of funds. DSCYF reserves the right to write contracts for multi-year periods up to five years.

Bidders should propose how supplemental services will be provided STATEWIDE for these special needs children moving from foster care to permanency through adoption and legal guardianship. Contractors will be reimbursed on a unit cost basis with a specific dollar amount payable to the contractor for each unit of service provided. The units of service are: case management, training sessions, child group sessions, parent group sessions, family group sessions, adoption respite care. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions

SECTION II. PROGRAM DESCRIPTION

When they cannot be reunited with their former legal parents, the Division of Family Services provides alternative, permanent, nurturing care arrangements for Delaware children who are abused, neglected, or dependent as a result of parent/caretaker action or inaction. The literature and case practice show that children develop to their fullest potential

when they have stable, committed families. In order to continue with the stability of the adoption, adopted children need nurturing relationships with adoptive families that can manage their feelings of loss and grief and help them heal. They also need an on-going mix of services and supports from community providers that are family centered, nonjudgmental, culturally sensitive, and adoption competent where the providers understand and are able to address the long term impact of trauma on adopted children. By providing an array of post adoption services, professionals are able to maintain safety, permanency, and well-being of the child.

The importance of post adoption services for children adopted from foster care has been well established through research and practice and confirmed by adoptive families themselves. In fact, all adopted children and their families can potentially benefit from services provided after the adoption is finalized. Adopted families are affected by the challenges that arise as a result of their children's losses or traumas. The services most frequently requested fall into four major categories: education and information services; clinical services; material services; and support networks. The intensity of services varies along the continuum, beginning with preventive support services and extending through highly intensive, mental health intervention when appropriate and necessary. Surveyed families consistently emphasize the importance of post adoption service programs that are flexible and allow them to access the services they need when they need them. Services should be nonjudgmental, family centered, culturally competent and tailored to meet the needs of the individual families seeking these services.

Goals and Objectives

The goal of this Request for Proposals is to: provide contracted, community based post adoption services for foster children who were abused, neglected or dependent; to help assure permanency of a legal family; and to ensure permanence, stability and continuity for the children in these families through adoption or legal guardianship.

Objectives of this service include the following:

1. The total number of adoptions will increase or continue to rise for children in foster care.
2. There will be a single point of contact for information, support, and direction.
3. Information and resources will be provided to adopted children and families seeking community resources.
4. Consultation and intervention will be provided to adopted children and families in crisis.
5. Adopted children and families will be connected to community resources.
6. Advocacy and system navigation will be provided for adopted children and families experiencing a crisis.
7. Adoptive placements will be stabilized by connecting families to supportive services in the community during the period of supervision to prevent disruptions or to prevent dissolutions after finalization.
8. Adopted children and families will remain intact by preventing the child from entering or re-entering the foster care system.
9. Building strong collaboration with child welfare partners to strengthen the service continuum for families and children.

Target Population

Post adoption services are provided to and on behalf of children, as well as individuals and families providing care. Children served under this portion of the contract will be children who were in foster care and exited to permanency via adoption and legal permanent guardianship sanctioned by the court. This service would also be available to international and private adoptive families as needed if they reside in Delaware. These services are for families that have adopted special needs children from foster care. Finally, this service may be available to families who are not known to DFS or for children not in foster care who are residing in Delaware. These may have been international or private adoptions through a licensed adoption agency.

Age/ Gender: These services will be available to all children and their families who have been TPR'd (terminated parental rights) and adopted or in a legal permanent guardianship awarded by the court ranging in age from one (1) year through seventeen (17) years of age.

Client eligibility: This service is for children placed permanently from foster care. The children are TPR'd and the child

has been adopted or a legal guardianship has been awarded by the court. The children and families are residing in Delaware.

Description of Services

For children for whom reunion with their parents is not possible, adoption and legal guardianship provide a legal permanent family. Adoption is the permanency plan that gives the child the best opportunity for stability. Legal permanent guardianship is used when adoption has been ruled out or is not possible given the needs of the child and/or the family. The selected agency will provide direct services and identify community resources such as mental health therapists/agencies, support groups for children and families, out-patient services, etc. needed by the child and the family for foster children exiting the child welfare system by adoption or legal guardianship. Direct services include information and referral, assessment, planning, case management, training and support groups for children, parents and families.

Program Model

1. As the lead agency in assisting adoptive families or legal guardians needing supportive services, bidders must describe how they plan to develop, and promote statewide community resources.
2. Bidders must describe how the adoptive families or legal guardians are supported and what case management services are available to the children and families.
3. Bidders must describe how they are sensitive to heritage, culture, and ethnicity to those seeking support and services.
4. Bidders must describe a model for adoption respite care to provide temporary relief to adoptive families and promote family stability and preservation.
5. Bidders must describe a framework for determining priority responses for families in crisis or at risk of disruption.
6. Bidders must describe how child safety and well-being will be addressed when providing post adoption services to the families.
7. Bidders must describe how they will develop support services and groups for the children and for the parents.
8. Bidders must describe what training will be offered and available to the adoptive families.
9. Bidders must describe the specific steps they will take to assure the stability of the home situation.
10. Bidders must describe collaborative efforts and community partnerships that strengthen the service continuum for families and children.
11. Bidders must describe how families and children have input into service model design, delivery and quality.

Performance Measures

The successful bidders agree to assist the Division of Family Services in achieving its goal of providing information, support, referral and advocacy to adoptive families and legal guardians.

The successful bidders will collect the following data:

- number and characteristics of families served
- number of adoptive placements preserved
- number of pre-adoptive placements disrupted prior to the adoption
- number of placements that dissolve after the finalized adoption

The following Information about the child and family will be collected and reported:

- precipitating events that resulted in a referral
- services provided to the child and family
- primary issues that lead to the disruption

Outcome goals to be measured for post adoption services:

- A reduced rate of out of home placements
- A reduced number of days adopted children are in out of home placement
- A reduction in the number of days that children in adoptive families are in mental health or substance abuse

- residential treatment
- A reduced rate of adoption dissolutions
- Parent and child surveys indicating 85% satisfaction
- Services provided to a minimum of 50 families statewide in year one, 75 families in year two, and 100 families in year three.
- Successful engagement of 80% of the families referred to or seeking supportive services.

The selected bidders agree to submit to the Division of Family Services' Adoption Program Manager quarterly and annual written reports summarizing the data collected and outcome measurements.

Program Evaluation

Bidders must submit a plan for evaluating the agency's own effectiveness in securing successful post adoption services for special needs children adopted from foster care. This plan must describe strategies for evaluating service objectives and outcomes.

Technical Requirements

To be qualified bidders must be licensed by The Department of Services for Children, Youth and Their Families to provide foster care and/or adoption services or currently licensed by another jurisdiction, but licensable by DSCYF by contract negotiations.

The bidders agree to comply with applicable policies and procedures of The Department of Services for Children, Youth and Their Families and of the Division of Family Services.

Proposals must also include the following information:

- A description of the agency and its location, including a brief account of its foster care, adoption, and post adoption related work with children, youth, and families in the past
- A list of all City, County, State and/or Federal contracts currently held or held in the past 3 years along with a contact name and phone number for each jurisdiction
- A description of agency procedures for documentation of supervision and clinical support for staff
- A description of proposed staff, including education, training, ethnic composition, and experience in foster care and adoption; the minimum educational level is a Bachelor's degree in human services
- A description of internal quality control efforts
- A data performance outcome and tracking plan

SECTION III. DOCUMENTATION AND CONTRACT MONITORING

Compliance with Division Procedures

The Contractor agrees to comply with the applicable policies and procedures prescribed in The Division of Family Services program manual and with the standards of The Department of Services for Children, Youth and Their Families.

Monitoring

The Division of Family Services will conduct fiscal and program audits, provide consultation and technical assistance to assure quality services and efficient utilization. The Division of Family Services agrees to notify Contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

The Contractor agrees to submit a quarterly written report summarizing the data collected. A final year-end report will also be due 30 days after the end of the fiscal year in order to receive further payments.

Licensing

Contractor agrees to remain in full compliance with State of Delaware and Federal licensing requirements and the standards for service developed by the Child Welfare League of America and to notify the Division of Family Services whenever Contractor is unable to comply.

Mandatory Reporting

The Contractor will comply with States law for mandatory reporting of child abuse and/or neglect.

IV. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by a panel of professionals designated by DSCYF. Preference will be given to qualified bidders proposing quality, cost effective services. Rating of proposals will be conducted on the following criteria:

CRITERION for Proposal Evaluation/Rating	Max Points
General compliance with overall purpose and goals of RFP	10
Responses to “Program Model” requirements provided above	15
Responses to “Technical Requirements” provided above except as isolated below	15
Quality of the proposed staff	15
Quality assurance and continuous improvement practices/plan	15
Bidder’s Experience/Demonstrated Ability and Reputation: <ul style="list-style-type: none">a. History of the bidding organization with DSCYF, other city, county, state, federal or private agencies with this or other services (e.g. safety, accessibility, responsiveness and effectiveness, etc.).b. Demonstrated experience in providing high quality foster, adoption or post-adoption servicesc. Demonstrated experience/reputation as indicated by reviews by licensing, accrediting body and/or state agencies with Delaware or in States where organization provides or provided residential or other treatment services	15
Fee Schedule: <ul style="list-style-type: none">a. Is it conceivable the services can be sustained with the proposed feesb. Are the proposed unit costs for required services and other proposed service cost reasonable and competitive (comparison to the open-market and other proposals);c. Has the bidder secured matching funds (in-kind either internally or externally to the organization or cash assistance)?	15
Total Possible	100

V. PROPOSAL CONTENT REQUIREMENTS

All proposals include the following documents:

- a. Completed Bidder Fact Sheet (as page 1 of proposal) available in MS Word format for easy editing where this RFP is posted
- b. Proposal core including:
 - i. Description of how the bidder will provide the overall services requested and achieve the overall goals described above, and specifically inclusive of the following:
 1. Items listed in “Program Model” section above
 2. Items listed in “Technical Requirements” section above
 - ii. List of previous contracts or agreements for like services held with any city, county, state or federal government including contact information for each
- c. Proposed fee schedule for each of the following services: case management, training sessions, child group sessions, parent group sessions, family group sessions, adoption respite care. Bidders may include additional services it offers and the proposed fee for each.
- d. Signed “Assurances” document found in Appendix A below

- e. Signed “Certifications, Representation, and Acknowledgements” document found in Appendix A below
- f. Completed “Employing Delawareans Statistical Report” document available in MS Word format for easy editing where this RFP is posted

Failure to submit all of the above information will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

APPENDIX A:

BIDDER FORMS AND INSTRUCTIONS

APPENDIX A – Bidder Forms and Instructions

Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder's organization.

I. FORMAT

To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the review panel.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@Delaware.gov or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to substantive questions will be posted on the State's solicitation web site www.bids.delaware.gov **It is the bidder's responsibility to check the website for updates to this RFP.**

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6982(b). The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6981 to award a contract to the successful firm or firms in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

- Notwithstanding anything to the contrary, the Department reserves the right to:
 - Reject any and all proposals received in response to this RFP;
 - Select for contract or for negotiations a proposal other than that with the lowest cost;
 - Waive or modify any information, irregularities, or inconsistencies in proposals received;
 - Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified.
 - Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
 - If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
 - Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written

notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: CYF 20-04
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the bidder agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of

discriminatory employment practice. Failure to perform under this provision constitutes a material breach.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22

as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL
CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date